

Attachment A

First Amendment to Guaranty

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment to Guaranty is entered into this 12~~th~~ day of DECEMBER, 2011, by and between Vix Mobility Pty Ltd, a company incorporated in Victoria, Australia (hereinafter referred to as the "Guarantor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Vix Technology (USA) Inc., a California corporation ("Contractor"), and each of the Agencies are parties to that certain Contract No. 229944, titled "Contract for the Development, Implementation, Operation and Maintenance of the Regional Fare Coordination System" (as amended, the "Contract"), whereby the Contractor agreed to design, implement, operate and maintain a Regional Fare Collection System ("RFCS") subject to the terms and conditions set forth in the Contract.
- B. As required by Section 2.I-1.2 of the Contract, the Contractor's performance was originally guaranteed by its then-parent corporation, ERG Limited ("Original Guarantor").
- C. Pursuant to Amendment 39, the Original Guarantor was replaced by Vix ERG Pty Ltd, which assumed all the obligations of the Original Guarantor from April 17, 2003, the date of the original Guaranty, under a Vix ERG Pty Ltd Guaranty dated May 5, 2009 ("Guaranty").
- D. Vix ERG Pty Ltd has changed its name to Vix Mobility Pty Ltd.
- E. By signing this First Amendment to Guaranty, Vix Mobility Pty Ltd intends to replace and assume all the obligations of the Original Guarantor and Vix ERG Pty Ltd effective April 17, 2003.

F. By signing this First Amendment to Guaranty, the parties wish to acknowledge the change in name from Vix ERG Pty Ltd to Vix Mobility Pty Ltd and amend the Guaranty in that and other respects specified herein.

Agreements

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the above Recitals and the following terms.

1. The Guaranty is hereby amended to change all instances of "Vix ERG Pty Ltd" in said Guaranty to "Vix Mobility Pty Ltd."
2. Section 13 of the Guaranty is hereby amended and restated to read as follows:

13. Acceptance of Jurisdiction and Governing Law. This Guaranty shall be governed for all purposes by the law of the State of Washington. Sole and exclusive jurisdiction and venue over any legal or equitable action to enforce or otherwise arising under this Guaranty shall be in either the Superior Court of King County for the State of Washington or in the U.S. District Court, Western District of Washington, Seattle Division, and no other court or tribunal shall have jurisdiction over the subject matter or personal jurisdiction over Guarantor or the Agencies to adjudicate said legal action between Guarantor and the Agencies. Guarantor and the Agencies each hereby irrevocably submits to the personal jurisdiction of the state and federal courts located in Seattle, Washington. Guarantor hereby designates the following as its agent for service of process in Washington State and agrees that any change in said agent or its contact information shall be subject to the approval of the Agencies as evidenced by a signed, written amendment to this section of this Guaranty:

Name: National Registered Agents Inc.
Address: 1780 Barens Blvd. S.W.
Bldg. G
Tumwater, WA 98512-0410

Guarantor and the Agencies each agrees that it shall not object to service of process by any method authorized by the Washington Court Rules, or the U.S. Federal Rules of Civil Procedure, including, without limitation, service by mail, or any other means of service of process permitted by applicable law.

3. Section 18 of the Guaranty is hereby amended and restated to read as follows:

18. Notices. Any notice or other writing given hereunder to Guarantor or the Agencies shall be sufficiently given if delivered personally, or by a reputable overnight delivery service, or by telecopier or similar facsimile transmission (which transmission shall be confirmed by the mailing of the copy of the transmitted document) or if sent by prepaid registered or certified mail to such party:

(a) If to Guarantor:

Name: Simon Davey
Title: General Counsel
Address: 121-127 High Street, Prahran
Telephone: +61 3 95262351
Facsimile: +61 3 95262303
Email: simon.davey@vixtechnology.com

(b) If to Agencies:

Name: ORCA Operations Manager at King County Metro Transit
Address: 201 South Jackson Street
KSC-TR-0325
Telephone: (206) 684-1562
Facsimile: (206) 684-1983
Email: candace.carlson@kingcounty.gov

with a copy to:

Name: General Manager
Title: King County Metro Transit
Address: 201 S. Jackson Street
KSC-TR-0415
Telephone: (206) 684-1619
Facsimile: (206) 684-1778

4. Except as specifically amended hereby, the Guaranty will remain in full force and effect and is hereby ratified and confirmed.

5. This Amendment may be executed in counterparts or by facsimile, each of which will be deemed an original, and all of which together will constitute one agreement binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to
Guaranty as of the date set forth below its signature.

Vix Mobility Pty Ltd

By: _____

Its: _____

Date:

Email: simon.davey@vixtechnology.com

(b) If to Agencies:

Name	ORCA Operations Manager at King County Metro Transit
Address	201 South Jackson Street KSC-TR-0325
Telephone:	(206) 684-1562
Facsimile:	(206) 684-1983
Email: candace.carlson@kingcounty.gov	

with a copy to:

Name	General Manager
Title	King County Metro Transit
Address	201 S. Jackson Street KSC-TR-0415
Telephone:	(206) 684-1619
Facsimile:	(206) 684-1778

4. Except as specifically amended hereby, the Guaranty will remain in full force and effect and is hereby ratified and confirmed.

5. This Amendment may be executed in counterparts or by facsimile, each of which will be deemed an original, and all of which together will constitute one agreement binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Guaranty as of the date set forth below its signature.

Vix Mobility Pty Ltd

By: 

Its: DIRECTOR

Date: 24 / 11 / 2011

Central Puget Sound Regional Transit Authority

By: Jan M Earl
Its: CEO
Date: 12-2-11

King County

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division (“Washington State Ferries”)

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

King County

By: _____ *GM* *Tom Donnell*
Its: _____
Date: *11/30/11*

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division (“Washington State Ferries”)

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

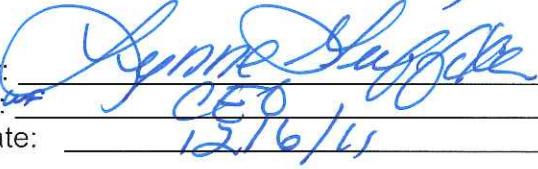
Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: 
Its: CEO
Date: 12/6/11

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: 
Its: *Assistant Secretary for WSF*
Date: 12-12-11

City of Everett

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division (“Washington State Ferries”)

By: _____
Its: _____
Date: _____

City of Everett

By: JL (ffm)
Its: Transportation Services Director
Date: 12-6-11

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

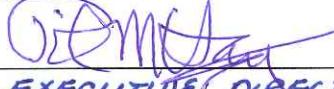
Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division (“Washington State Ferries”)

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: 
Its: EXECUTIVE DIRECTOR
Date: 12-9-11

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division (“Washington State Ferries”)

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: Emmett Heath
Its: Emmett Heath, Director of Administrat
Date: 12-9-2011